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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE HEWLETT-PACKARD
COMPANY SECURITIES
LITIGATION

Case No. SACV11-01404 AG (RNBx)

**[PROPOSED] STIPULATED ORDER
RE: CONFIDENTIAL AND
PROTECTED INFORMATION**

Judge: Hon. Andrew J. Guilford
Dept.: Courtroom 10D
Complaint Filed: Oct. 19, 2012
Trial Date: Oct. 7, 2014

1 WHEREAS, subject to the provisions of Rule 26 of the Federal Rules of
 2 Civil Procedure (the “Federal Rules”) and the Local Rules of the Central District
 3 of California, Lead Plaintiffs and Defendants Hewlett-Packard Company (“HP” or
 4 the “Company”), Léo Apotheker, and R. Todd Bradley (collectively,
 5 “Defendants”), through their respective counsel of record, have stipulated and
 6 agreed to the entry of the following Protective Order.

7 Accordingly, it is HEREBY ORDERED that the following terms and
 8 conditions shall govern the handling of materials produced or information
 9 otherwise disclosed by the Parties and Non-Parties (as defined below) during the
 10 course of this action, whether pursuant to formal or informal discovery requests,
 11 subpoena, deposition notice, or motion practice (“Litigation Material”):

12 **I. SCOPE OF ORDER AND DEFINITIONS**

13 This Protective Order (the “Order”) governs the treatment of “Confidential
 14 Information” produced in the present proceeding known as *In re Hewlett-Packard*
 15 *Company Securities Litigation*, No. 8:11-cv-01404, which is pending in the United
 16 States District Court for the Central District of California (the “Action”). This
 17 Order includes Confidential Information disclosed, or filed by or on behalf of any
 18 Party or Non-Party (as defined below), voluntarily or involuntarily, in accordance
 19 with the terms below, including any copy or other reproductions, excerpts,
 20 summaries, abstracts, or other documents that paraphrase, excerpt, or contain
 21 Confidential Information. This Order does not and will not govern any trial or
 22 other court hearings or proceedings in the Action, but will otherwise be applicable
 23 to and govern the handling of documents and other discovery materials produced
 24 as part of the Action.

25 “Confidential Information,” as used herein, means documents, materials,
 26 testimony (other than testimony at trial or in other court hearings or proceedings)
 27 and information, whether made formally or informally, that a Party or Non-Party
 28 in good faith believes to contain or constitute sensitive or confidential material

protected by Fed. R. Civ. P. 26(c), including, but not limited to, (1) non-public proprietary business or financial information; (2) trade secrets, as defined in California Civil Code § 3426.1, or other non-public research and/or development information, including, without limitation, business plans, sales and/or revenue projections, and information reflecting product development processes and efforts; (3) private or personal information relating to any natural person, including social security numbers, personnel files and certain financial or compensation information pertaining to individuals; (4) non-public commercial information, including, but not limited to, sales, supplier, pricing, cost, marketing, design, scientific, technical, manufacturing, licensing, operational, logistical, employment, compensation, competitive or other proprietary information not otherwise publicly available; (5) insurance policies, indemnification agreements or hold-harmless agreements that may provide coverage or reimbursement to any defendant for any of the claims or causes of action asserted in this action; (6) information pertaining to the Company's past, present and/or potential customers that is not publicly available; (7) material or information relating to, disclosed to or produced in, non-public administrative, regulatory or government proceedings; and (8) matters before the Board of Directors of HP and any Committee of the Board of Directors to the extent they are non-public and relate to the matters set forth in parts (1) through (7) of this definition, above.

"Attorneys'-Eyes-Only Information" is defined as Confidential Information of an extraordinarily sensitive nature that requires a higher level of confidential protection than information designated as Confidential Information, including: (1) non-public technical specifications; (2) trade secrets, as defined in California Civil Code § 3426.1; (3) confidential pricing, marketing and sales information; and (4) other highly confidential financial or business information, the disclosure of which would result in competitive or business injury to the Producing Party or Non-Party.

“Party,” as used herein, means a Defendant or Lead Plaintiff. “Non-Party,” as used herein, means any person who is not a Party and who produces any material through discovery in the Action.

II. DESIGNATION OF CONFIDENTIAL INFORMATION

Confidential Information produced by any Party or Non-Party in the Action may be designated as “CONFIDENTIAL” or “ATTORNEYS’-EYES ONLY” under the terms of this Order. Litigation Material designated as “CONFIDENTIAL” or “ATTORNEYS’-EYES-ONLY” shall include any copy or other reproductions, excerpts, summaries, abstracts, or other documents that paraphrase, excerpt, or contain Confidential Information or Attorneys’-Eyes-Only Information.

If it comes to a Party’s or Non-Party’s attention that Litigation Material(s) it designated for protection do not qualify for protection at all, or do not qualify for the level of protection initially asserted, that Party or Non-Party must promptly notify all other Parties that it is withdrawing the mistaken designation. This Order shall not apply to Litigation Material or other information that, prior to disclosure, is either properly in the possession of the party to whom the “Confidential” designation was made without an obligation of confidentiality; is properly in the public domain; is legitimately acquired from a source not subject to this Order; or is subsequently made public other than through a violation of a Party or Non-Party’s confidentiality obligation.

A. Designation of Litigation Material in Documentary Form

Confidential Information in documentary form shall be designated as such by stamping or labeling the pages of the document with the legend “CONFIDENTIAL” or “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” or “ATTORNEYS’-EYES-ONLY” OR “ATTORNEYS’-EYES-ONLY—SUBJECT TO PROTECTIVE ORDER” or by taking other reasonable steps to so designate the information or documents, including identification of information

1 at depositions. Electronic information produced in its native format shall be
 2 produced on media labeled with the legend “CONFIDENTIAL” or
 3 “ATTORNEYS’-EYES-ONLY.” If the receiving Party or Non-Party transfers
 4 such data to any computer system, other storage media, or prints paper copies, the
 5 receiving Party or Non-Party shall ensure that reasonable steps are taken to
 6 maintain the confidentiality of such information.

7 **B. Designation of Litigation Material Other Than in Documentary**
 8 **Form**

9 For Litigation Materials produced in some form other than documentary and
 10 for tangible items containing Confidential Information, the Producing Party or
 11 Non-Party shall apply in a prominent place on the exterior of the container or
 12 containers in which the Litigation Material is stored the legend:
 13 “CONFIDENTIAL” or “ATTORNEYS’-EYES-ONLY” or similar designation.

14 **C. Designation of Deposition Testimony**

15 A Party or Non-Party may designate information disclosed during a
 16 deposition as “CONFIDENTIAL” or “ATTORNEYS’-EYES-ONLY” by so
 17 indicating on the record at the deposition. A Party or Non-Party may also
 18 designate in writing, within thirty (30) calendar days of the receipt of the final
 19 transcript (“the designation period”), that specific pages of the transcript be treated
 20 as “CONFIDENTIAL” or “ATTORNEYS’-EYES-ONLY.” Until the designation
 21 period has elapsed for a given deposition transcript, that transcript shall be treated
 22 as “ATTORNEYS’-EYES-ONLY” and shall be subject to the provisions hereof.
 23 When information contained or incorporated in a deposition transcript is
 24 designated as “CONFIDENTIAL” or “ATTORNEYS’-EYES-ONLY,”
 25 arrangements shall be made with the court reporter by the Party or Non-Party
 26 making the designation to label the relevant pages “CONFIDENTIAL” or
 27 “ATTORNEYS’-EYES-ONLY,” as appropriate.

Further, during depositions, any Party or Non-Party claiming that information that is to be disclosed or upon which questions may be based is Confidential Information or Attorneys'-Eyes-Only Information may exclude from the room persons not listed in Sections IV and V below.

D. Litigation Material Produced Deemed Confidential for 15 Days

In order to provide Parties or Non-Parties an adequate opportunity to designate Litigation Materials as Confidential Information, all Litigation Materials produced in the Action shall be deemed Confidential Information whether or not stamped with an appropriate legend, for a period of fifteen (15) days following production. Once a Party receives notice that a designating Party or Non-Party has made a designation of Confidential Information, the Parties shall treat the designated materials as Confidential Information in accordance with this Order regardless of how much time has passed since the time the newly designated materials were first produced or whether they were stamped with the appropriate legend.

III. USE OF CONFIDENTIAL INFORMATION

Except as provided in Section XI, in the absence of written permission from the designating Party or Non-Party, or an order of the Court, no Confidential Information may be used by the receiving Party for any reason other than the prosecution or defense of claims in, or settlement of, the Action.

IV. DISCLOSURE OF "CONFIDENTIAL" INFORMATION

The following provisions shall govern the disclosure of any information designated "CONFIDENTIAL":

(a) Except (i) with the prior written consent of the Party or Non-Party who produced the Confidential Information in issue, (ii) upon prior order of this Court obtained upon notice to opposing counsel, or (iii) as provided in Section XI, information or material in any form whatsoever (including but not limited to, answers to interrogatories, documents and things responsive to requests for

1 production or inspection, and responses to requests for admissions) and sworn
2 testimony other than trial or hearing testimony (including but not limited to,
3 affidavits, declarations, depositions, and exhibits thereto) designated as
4 “CONFIDENTIAL” shall not be disclosed to any person other than:

5 (i) counsel for the respective Parties to the Action, including in-
6 house counsel and co-counsel retained for the Action, and the partners, members,
7 associates, paralegals, secretaries, clerical, and regular, contract or temporary
8 employees who are assisting in the prosecution or defense of this Action;

9 (ii) Lead Plaintiffs or Defendants or officers, directors or
10 employees of Lead Plaintiffs or Defendants, to the extent deemed necessary by
11 their respective counsel for the prosecution or defense of the Action;

12 (iii) consultants or expert witnesses who have been retained for the
13 prosecution or defense of the Action (“Experts”), provided the Expert confirms in
14 writing that he or she has not been employed by any entity: (a) engaged in the
15 design, creation, or manufacturing of: desktop, notebook, or tablet computers;
16 printers (including, but not limited to, ink or laser printers intended for personal,
17 business or enterprise use); operating system or similar software; and/or (b) that
18 represents itself or is otherwise acknowledged as a competitor of HP vis-à-vis the
19 foregoing products, within the past five years. Any such Expert shall sign the
20 Agreement to abide by this Order set forth in Exhibit A (the “Agreement”) before
21 being shown Litigation Materials Containing Confidential Information;

22 (iv) any authors or prior recipients of the Confidential Information
23 to the extent necessary for the prosecution or defense of the Action;

24 (v) the Court, Court personnel, and court reporters, and/or
25 videographers transcribing or recording testimony at depositions;

26 (vi) professional vendors to whom disclosure is reasonably
27 necessary for the Action, including, but not limited to, outside copying vendors
28 and outside litigation support vendors;

1 (vii) mediators and settlement judges;

2 (viii) witnesses testifying in a deposition in the Action. A witness
3 shall sign the Agreement before being shown Litigation Materials containing
4 Confidential Information. Confidential Information may be disclosed to a witness
5 who will not sign the Agreement only in a deposition at which the Party or Non-
6 Party who designated the Confidential Information is represented or has been
7 given notice that Confidential Information produced by the Party or Non-Party
8 may be used. Witnesses shown Confidential Information shall not be allowed to
9 retain copies; and

10 (ix) any other person who is designated by written stipulation of the
11 Parties to have access to Confidential Information and, where applicable,
12 notification is provided to the designating Party or Non-Party, or by order of the
13 Court after all Parties (including the producing Non-Party, where applicable) have
14 received notice and have had an opportunity to be heard in opposition thereto. All
15 such persons designated by the Court or by stipulation shall sign the Agreement
16 before being shown Confidential Information.

17 (b) Any persons receiving Confidential Information shall not reveal or
18 discuss such information to or with any person who is not entitled to receive such
19 information, except as set forth herein. In the case that a witness, Expert or other
20 individual is required to sign the Agreement pursuant to Section IV(a), supra, or
21 any other provision herein, such Agreements must be retained by counsel to the
22 Party that received the Confidential Information during the pendency of the action
23 and for a period of two (2) years after the conclusion of the Action as defined
24 below. The Agreements need not be disclosed to opposing counsel, but opposing
25 counsel (or producing Non-Parties or their counsel, where applicable) may apply
26 to the Court for an order compelling disclosure on a showing of good cause.
27

1 **V. DISCLOSURE OF “ATTORNEYS’-EYES ONLY”**
 2 **INFORMATION**

3 The following provisions shall govern the disclosure of any information
 4 designated “ATTORNEYS’-EYES-ONLY”:

5 (a) Except with the prior written consent of the Party or Non-Party who
 6 produced the Attorneys’-Eyes-Only Information in issue, or upon prior order of
 7 this Court obtained upon notice to all Parties (and/or the producing Non-Party,
 8 where applicable), Litigation Material designated as “ATTORNEYS’-EYES-
 9 ONLY” shall not be disclosed to any person other than:

10 (i) Counsel of record for the Lead Plaintiffs and Defendants in the
 11 Action and in-house counsel for Lead Plaintiffs and Defendant HP;

12 (ii) Members of the firm, partners, of counsel, associates,
 13 paralegals, clerks, secretaries, other staff and copy services employed or retained
 14 by such counsel;

15 (iii) the Court, Court personnel, and court reporters and/or
 16 videographers transcribing or recording testimony at depositions or hearings;

17 (iv) professional vendors to whom disclosure is reasonably
 18 necessary for the Action;

19 (v) Experts (as defined in Section IV(a)(iv), supra: (1) to whom
 20 disclosure is reasonably necessary for the Action, (2) who have signed the
 21 Agreement, and (3) as to whom the procedures set forth in Section V(b) have been
 22 followed; and

23 (vi) Any other person who is designated by written stipulation of
 24 the Parties to have access to Attorneys’-Eyes-Only Information and where
 25 applicable notification is provided to the designating Party, or by order of the
 26 Court after notice to all Parties (including the producing Non-Party, where
 27 applicable) have had an opportunity to be heard in opposition thereto. All such
 28 persons designated by the Court or by stipulation shall sign the Agreement before

1 being shown Litigation Materials containing ATTORNEYS'-EYES-ONLY
2 Information.

3 (b) Additional Procedures for Disclosure of ATTORNEYS'-EYES-
4 ONLY Information to Experts:

5 (i) Unless otherwise ordered by the Court or permitted in writing
6 by the designating Party or Non-Party, a receiving Party that seeks to disclose to
7 an "Expert" (as defined in Section IV(a)(iv) of this Order) any Litigation Materials
8 that have been designated "ATTORNEYS'-EYES-ONLY" must first provide
9 written notice of the intent to make such disclosure to the designating Party or
10 Non-Party that (1) identifies the Expert's current employer(s), and; (2) identifies
11 any employer or other person or entity from whom the Expert has received
12 compensation for work or professional services in his or her areas of expertise at
13 any time during the preceding two (2) years, and also identifies the dates and
14 general nature of the work performed.

15 (ii) A Party that makes a request and provides the information
16 specified in the preceding paragraph may disclose the subject Attorneys'-Eyes-
17 Only Information to the identified Expert unless, within five (5) business days of
18 delivering the request, the Party receives a written objection from the designating
19 Party or Non-Party. Any such objection may only be brought if the designating
20 Party or Non-Party believes in good faith that there is a substantial risk that the
21 Expert will improperly disclose Attorney's-Eyes-Only Information based on his or
22 her work for a direct competitor of the Company's printing or personal computing
23 businesses within the past two (2) years. Any such objection must set forth in
24 detail the grounds on which it is based.

25 (iii) A Party that receives a timely written objection must meet and
26 confer with the designating Party or Non-Party to try to resolve the matter by
27 agreement. If no agreement is reached, the Party seeking to prevent disclosure to
28 the Expert may file a motion seeking permission from the Court to bar such

1 disclosure. Any such motion must set forth in detail the reasons why the Expert
 2 should be prevented from receiving the information. Nothing herein shall prevent
 3 the Party seeking disclosure to the Expert from opposing such a motion. Any
 4 application or motion brought pursuant to this paragraph must be made in strict
 5 compliance with Local Rule 37-2, and must satisfy the requirement set forth
 6 therein that the Parties formulate and file a Joint Stipulation.

7 In any such proceeding, the Party or Non-Party opposing disclosure to the
 8 Expert shall bear the burden of proving that the risk of harm that the disclosure
 9 would entail outweighs the receiving Party's need to disclose the Attorneys'-Eyes-
 10 Only Information to its Expert.

11 **VI. OBJECTION TO "CONFIDENTIAL" OR "ATTORNEYS'-EYES**
 12 **ONLY" DESIGNATIONS**

13 Entry of the Order upon this Stipulated Protective Order shall not preclude
 14 any Party's motion for relief from or modification of the provisions hereof or to
 15 any other motion relating to the production, exchange, or use of any document or
 16 other information in the course of the Action. If a Party disagrees with a
 17 producing Party's or Non-Party's designation of information as
 18 "CONFIDENTIAL" OR "ATTORNEYS'-EYES-ONLY," or disputes the
 19 limitations on access to be accorded such information under this Stipulated
 20 Protective Order, the Party contesting the designation or restriction on access shall
 21 provide to the producing Party or Non-Party notice by letter or e-mail of its
 22 disagreement and specifically identify the information or restriction on access in
 23 dispute, and request a conference with the producing Party or Non-Party pursuant
 24 to Local Rule 37-1. Counsel for the Party contesting the designation or restriction
 25 on access shall confer with counsel for the producing Party or Non-Party within
 26 ten (10) calendar days after the Party contesting the designation serves a letter or
 27 e-mail requesting such conference. If counsel for the producing Party and Non-
 28 Party and counsel for the Party contesting designation are unable to settle their

1 differences, they shall formulate and file a written joint stipulation, consistent with
 2 Local Rule 37-2. The Confidential status of the challenged material shall be
 3 maintained until the Court shall rule on the joint stipulation. A challenge under
 4 this paragraph shall not affect a Party's right of access to Confidential Information
 5 or Attorneys'-Eyes-Only Information or to disclose information as provided for in
 6 this Stipulated Protective Order.

7 **VII. INADVERTENT DISCLOSURE OF CONFIDENTIAL**
 8 **INFORMATION**

9 If any Litigation Material that a Party or Non-Party intends to designate as
 10 "CONFIDENTIAL" or "ATTORNEYS'-EYES-ONLY" is inadvertently disclosed
 11 without being marked in accordance with this Order, such production, in and of
 12 itself, shall in no way prejudice or otherwise constitute a waiver of, or estoppel as
 13 to, any claim of confidentiality to which the producing Party or Non-Party would
 14 otherwise be entitled. As soon as practicable, the producing Party or Non-Party
 15 shall notify all other Parties in writing of its inadvertent production of the
 16 Confidential Information without the proper designation. Upon receiving such
 17 written notification, all Parties shall treat the Confidential Information or
 18 Attorneys'-Eyes-Only Information identified in the written notification as
 19 "CONFIDENTIAL" or "ATTORNEYS'-EYES-ONLY" in accordance with the
 20 terms of this Order. The receiving Party may object to the designation pursuant to
 21 Section VI above. If no such objection is made, all Parties shall treat the
 22 Confidential Information identified in the written notification as
 23 "CONFIDENTIAL" and the Attorneys'-Eyes-Only Information identified in the
 24 written notification as "ATTORNEYS'-EYES ONLY." If an objection is made,
 25 all Parties shall continue to treat the Confidential Information identified in the
 26 written notification as "CONFIDENTIAL" and the Attorneys'-Eyes-Only
 27 Information as "ATTORNEYS'-EYES-ONLY" until the objection is finally
 28 resolved by the Court.

1 If a Party or Non-Party inadvertently discloses Confidential Information or
 2 Attorneys’-Eyes-Only Information to persons other than those listed in Sections
 3 IV and V above, such disclosure shall be reported in writing to the person who
 4 produced such inadvertently disclosed Confidential Information or Attorneys’-
 5 Eyes-Only Information. In that event, counsel for the disclosing Party or Non-
 6 Party shall make all reasonable efforts to retrieve the Confidential Information or
 7 Attorneys’-Eyes-Only Information and any documents containing such
 8 information. The disclosing Party or Non-Party shall also use its best efforts to
 9 bind the receiving person or Party to the terms of this Order, and (i) such person
 10 shall be informed promptly of all the provisions of this Order by the disclosing
 11 Party or Non-Party; (ii) such person shall be identified promptly to the Party or
 12 Non-Party that designated the Litigation Material as “CONFIDENTIAL” or
 13 “ATTORNEYS’-EYES-ONLY”; and (iii) such person shall first read this Order
 14 and then sign the Agreement.

15 **VIII. INADVERTENT PRODUCTION OF PRIVILEGED OR**
 16 **PROTECTED LITIGATION MATERIAL**

17 It is the intent of the Parties to assert and preserve all information within the
 18 attorney-client privilege, any other applicable privilege, and/or entitled to work
 19 product protection. If privileged or protected material is inadvertently disclosed,
 20 such disclosure shall not alone be deemed a waiver of the privilege or protection
 21 and shall in no way prejudice assertion of the privilege or protection. If a recipient
 22 is notified in writing, either by letter or e-mail, by a Party or Non-Party that
 23 Litigation Materials were inadvertently produced containing privileged or
 24 protected information, the recipient shall promptly either, at the election of the
 25 producing Party or Non-Party: (1) return those Litigation Materials to the
 26 producing Party or Non-Party, or (2) destroy the Litigation Materials and certify in
 27 writing to the producing Party or Non-Party that such destruction has occurred. If
 28 any Party subsequently seeks to challenge the claim of privilege or other

1 protection based on such inadvertent disclosure, the challenging Party and the
 2 producing Party or Non-Party shall confer, pursuant to Local Rule 37, and
 3 proceed, consistent with Local Rules 37-1 and 37-2, as provided in Section VI.
 4 The return of claimed privileged or protected material shall not in any way waive
 5 the recipient's right to challenge the claim of privilege or protection, but such
 6 challenge shall not divulge the contents of the material except to the Court under
 7 seal as provided herein.

8 **IX. NO WAIVER**

9 Nothing in this Order shall prejudice the right of any Party or Non-Party to
 10 object to the production of any document or part thereof upon any appropriate
 11 ground, including any applicable privilege, and nothing herein shall be construed
 12 as a waiver of such rights. Moreover, nothing in this Order shall prejudice the
 13 right of any Party to object to the admissibility at trial of any Litigation Material or
 14 other evidentiary material on any appropriate ground, and nothing herein shall be
 15 construed as a waiver of such right.

16 **X. PARTIES' OWN INFORMATION**

17 Nothing in this Order shall limit any producing Party's or Non-Party's use
 18 of its own documents or shall prevent any producing Party or Non-Party from
 19 disclosing its Confidential Information or Attorneys'-Eyes-Only Information to
 20 any person. A Party or Non-Party may provide its own documents or
 21 "CONFIDENTIAL" Information or "ATTORNEYS'-EYES-ONLY" Information
 22 to government agencies without a request or subpoena from those agencies
 23 without violating any term of this Order. Such disclosures shall not affect any
 24 designation of such documents as "CONFIDENTIAL" or "ATTORNEYS'-EYES-
 25 ONLY" pursuant to the terms of this Order so long as the disclosure is made in a
 26 manner which is reasonably calculated to maintain the confidentiality of the
 27 information.

XI. DISCLOSURES BEYOND PROTECTIVE ORDER

Nothing contained herein shall prevent disclosure of Confidential Information or Attorneys'-Eyes-Only Information to persons who are not listed in Sections IV and V above under the terms of this Order (i) if the designating Party or Non-Party consents to such disclosure in writing; (ii) if a court, after all affected persons have been notified and had the opportunity to object, orders such disclosure; or (iii) if the Party to whom Confidential Information or Attorneys'-Eyes-Only Information has been produced thereafter becomes obligated to disclose the information in response to a lawful subpoena or other legal process. If any person receiving documents covered by this Protective Order (the "Request Recipient") receives a Third-Party Information Request (defined as a document or deposition subpoena or other lawful request for information) in another action or proceeding, and such Third-Party Information Request seeks Confidential Information or Attorneys'-Eyes-Only Information designated as such by someone other than the Request Recipient, the Request Recipient shall (i) give written notice by hand delivery, overnight delivery, or e-mail (which e-mail shall be considered delivered when sent) promptly, and in no event later than three (3) business days after receipt of such Third-Party Information Request, to the counsel of the producing Party or Non-Party (or, if no counsel, to the producing Party or Non-Party directly) who produced or designated the material "Confidential" or "Attorneys'-Eyes-Only." The Request Recipient shall refrain from disclosing or producing any Confidential Information or Attorneys'-Eyes-Only Information in response to such Third-Party Information Request prior to the applicable response or return date of the Third-Party Information Request, in order to give the producing Party or Non-Party a reasonable opportunity to object to the Third-Party Information Request, unless (i) the Request Recipient receives from the producing Party or non-Party written permission to do so; or (ii) a court orders compliance with the Third-Party Information Request prior to the applicable response or return

1 date. The burden of opposing the enforcement of the Third-Party Information
 2 Request shall fall solely upon the Party or Non-Party who produced or designated
 3 the material as “Confidential Information” or “Attorneys’-Eyes-Only.”

4 Notwithstanding the above, the Request Recipient shall either comply with,
 5 or file a lawful objection to, motion to quash, or motion for relief from, the Third-
 6 Party Information Request on the applicable response or return date. Absent any
 7 such successful objection or motion, the Request Recipient shall comply
 8 by producing the requested Confidential Information or Attorneys’-Eyes-Only
 9 Information, provided the Request Recipient has not (i) received from the
 10 producing Party or non-Party a valid court order staying, quashing or otherwise
 11 relieving the Request Recipient from compliance with the Third-Party Information
 12 Request; or (ii) received written confirmation from the third party propounding the
 13 Third-Party Information Request that it has agreed to withdraw the Third-Party
 14 Information Request. Nothing in this Order is intended to or should be construed
 15 as authorizing a party to disobey a lawful subpoena issued in another action.

16 Nothing herein shall be construed as requiring the Request Recipient or
 17 anyone else covered by this Order to challenge or appeal any order directing
 18 production of Confidential Information covered by this Order, or to subject
 19 himself, herself or itself to any penalties for noncompliance with any legal process
 20 or order, or to seek any relief from the entity issuing the Third-Party Information
 21 Request or from any court.

22 **XII. VIOLATIONS OF PROTECTIVE ORDER**

23 If a receiving Party or Non-Party learns that, by inadvertence or otherwise,
 24 it has disclosed “CONFIDENTIAL” or “ATTORNEYS’-EYES-ONLY”
 25 information to any person or in any circumstance not authorized under this Order,
 26 the receiving Party or Non-Party must immediately (a) notify in writing the
 27 producing Party or Non-Party of the unauthorized disclosures; (b) use its best
 28 efforts to retrieve all copies of the “CONFIDENTIAL” or “ATTORNEYS’-EYES-

1 ONLY” information; (c) inform the person or persons to whom unauthorized
 2 disclosures were made of all terms of this Order; and (d) request such person or
 3 persons to execute the Agreement.

4 In the event any person or Party should violate or threaten to violate the
 5 terms of the Order, the aggrieved Party may immediately apply to obtain
 6 injunctive relief, and/or other relief as appropriate, against any such person or
 7 Party violating or threatening to violate any of the terms of this Order. The Parties
 8 and any other person subject to this Order agree that this Court shall retain
 9 jurisdiction over it and them for the purpose of enforcing this Order.

10 **XIII. APPLICABILITY TO NON-PARTIES**

11 Any Party issuing a subpoena in this Action to a Non-Party after the
 12 effective date hereof shall enclose a copy of this Order and notify the Non-Party
 13 that the protections in the Order are available to such Non-Party. Any Party
 14 issuing a subpoena in this Action to a Non-Party after this proposed Order has
 15 been filed but prior to a ruling thereon by the Court shall enclose a copy of this
 16 proposed Order and notify the Non-Party that the protections in the Order are
 17 available to such Non-Party pending the Court’s approval thereof. Any Party that
 18 has issued a subpoena in this Action to a Non-Party prior to the filing of this
 19 proposed Order with the Court shall send that Non-Party via regular US mail a
 20 copy of this proposed Order after it has been filed, and shall notify the Non-Party
 21 that the protections in the Order are available to such Non-Party pending the
 22 Court’s approval thereof.

23 Any Non-Party from whom discovery is sought in the Action may obtain
 24 the protection of this Order by designating its provision of discovery as subject
 25 thereto in the manner provided herein.

26 A Party may designate as “CONFIDENTIAL” or “ATTORNEYS’-EYES-
 27 ONLY” Litigation Material produced by a Party or a Non-Party by providing
 28

1 written notice to all Parties of the relevant document numbers or other
 2 identification within thirty (30) days after receiving such Litigation Material.

3 **XIV. RELIEF FROM PROTECTIVE ORDER**

4 Entry of this Order shall be without prejudice to the application by any
 5 Party (i) for relief from any restriction contained herein or (ii) for any order
 6 compelling, modifying or further restricting the production, exchange or use of or
 7 protection afforded to any Litigation Material produced, given or exchanged in the
 8 course of pretrial discovery in this Action. The Parties may amend or modify any
 9 provision of this Order by mutual agreement, which agreement shall be embodied
 10 in a written stipulation to be approved by the Court.

11 **XV. USE OF CONFIDENTIAL INFORMATION IN PRE-AND**
 12 **POST TRIAL PROCEEDINGS**

13 A Party seeking to file with the Court materials that the Party produced and
 14 designated as Confidential Information or Attorneys'-Eyes-Only Information, or
 15 materials that someone other than the Party so designated, and who seeks to have
 16 the record containing such information sealed, shall submit to the Court an
 17 application and proposed order to seal, pursuant to Local Rule 79-5.

18 A Party that files with the Court materials designated as (or containing or
 19 summarizing) Confidential Information or Attorneys'-Eyes-Only Information by
 20 anyone other than itself, and who does not seek to have the record containing such
 21 information sealed, shall give notice at least seven (7) business days prior to the
 22 filing or use of the Confidential Information or Attorneys'-Eyes-Only Information
 23 to all other Parties, and to any Non-Party that designated the materials as
 24 Confidential Information or Attorneys'-Eyes-Only Information pursuant to this
 25 Order, of the submitting party's intention to file or use the Confidential
 26 Information or Attorneys'-Eyes-Only Information, including specific identification
 27 of the Confidential Information or Attorneys'-Eyes-Only Information (the "Filing
 28

1 Notice”). Any affected Party or Non-Party may then file an application to seal,
2 pursuant to Local Rule 79-5.

3 In connection with a request to have materials sealed pursuant to this
4 Section, the moving party’s declaration pursuant to Local Rule 79-5 shall contain
5 sufficient particularity with respect to the particular Confidential Information or
6 Attorneys’-Eyes-Only Information and the basis for sealing to enable the Court to
7 make the findings required by Local Rule 79-5 without being required to review
8 each item of Confidential Information or Attorneys’-Eyes-Only Information. Any
9 affected Party or Non-Party that plans to bring such an application under Local
10 Rule 79-5 must notify the Party seeking to use or file the Confidential Information
11 or Attorneys’-Eyes-Only Information of its intention to do so within three (3)
12 business days of receiving Filing Notice, and must file any motion pursuant to
13 Local Rule 79-5 promptly, to allow the Court adequate time to consider the motion
14 prior to the applicable filing deadline.

15 Personal information relating to any person (such as Social Security
16 numbers and other personal identifying information), to the extent it is not under
17 seal, will be submitted to the Court in redacted form pursuant to Federal Rule of
18 Civil Procedure 5.2.

19 **XVI. JURISDICTION**

20 The Court retains jurisdiction to amend, modify, or enforce this Order upon
21 stipulation of the Parties to the Action, motion by a Party or Non-Party, or on its
22 own motion.

23 **XVII. SURVIVAL**

24 All the provisions of this Order shall survive the conclusion of the Action,
25 and shall continue to be binding after the conclusion of the Action unless
26 subsequently modified by agreement among the Parties or by further order of the
27 Court.

XVIII. RETURN OF CONFIDENTIAL INFORMATION AND ATTORNEYS' EYES ONLY INFORMATION

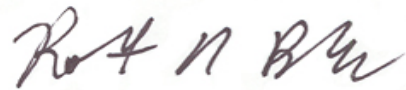
The Conclusion of the Action is defined as thirty (30) calendar days after the termination of the Action, whether through settlement, final judgment or consent decree (including the resolution of any and all appeals therefrom or, if no appeal is taken, the expiration of the time to appeal or challenge any final judgment, settlement or consent decree). Upon the Conclusion of the Action, any person or Party in the possession of Confidential Information, other than that which is contained in pleadings, correspondence, and deposition transcripts, shall either: (i) return such Litigation Materials no later than thirty (30) calendar days after conclusion of this action to counsel for the Party or Non-Party who provided such Confidential Information; or (ii) destroy such Litigation Materials within the time period upon consent of the Party which provided the Confidential Information and certify in writing within thirty (30) calendar days that the Litigation Materials have been destroyed.

XIX. PRODUCTION OF LITIGATION MATERIALS WHILE PROPOSED ORDER PENDING

The Parties agree that they will not cease producing or exchanging documents or other Litigation Materials that would otherwise be produced or exchanged pursuant to the Federal Rules, including those that may contain Confidential Information or Attorneys'-Eyes-Only Information, during the pendency of their joint application for the entry of this Proposed Order. The Parties agree to be bound by the terms of this stipulated Proposed Order until the Court issues, modifies or otherwise addresses the Proposed Order.

IT IS SO ORDERED.

Dated: October 03, 2013



Hon. Robert N. Block
United States Magistrate Judge

1 Dated: October 1, 2013

Respectfully submitted,

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12 Dated: October 1, 2013

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Additional Counsel

EXHIBIT A

AGREEMENT TO ABIDE BY STIPULATED PROTECTIVE ORDER

I, _____ [print or type full name], of
_____ [print or type full address], declare
under penalty of perjury that I have read in its entirety and understand the Order
Re: Confidential and Protected Information and Court Order thereon ("Stipulated
Protective Order") issued by the United States District Court for the Central
District of California on October __, 2013 in the case of In re Hewlett-Packard
Company Securities Litigation, No. 8:11-cv-01404 (AG(RNBx)). I agree to
comply with and to be bound by all the terms of this Stipulated Protective Order
and I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I agree that I will not
disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the
provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for the purpose of enforcing the terms
of this Stipulated Protective Order, even if such enforcement proceedings occur
after the termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____